

## **Appendix B – Sample County Contract**

### **CONTRACT FOR INFORMATION TECHNOLOGY SOLUTION**

THIS CONTRACT is made and entered into by and between the County of San Luis Obispo (“County”), a public entity in the State of California, and <VENDOR\_NAME>, a <STATE> Corporation (“Vendor” or “Contractor”).

#### **WITNESSETH:**

**WHEREAS**, County is in need of certain special computer software licenses, computing systems hardware and components, maintenance and support services, training services, and professional consulting services; and

**WHEREAS**, Contractor has the certain special computer software, the right to issue a license for the software and has qualified staff who are trained, experienced, expert and competent to provide special maintenance, support, training and professional consulting services for the appropriate fees and the terms and conditions hereinafter set forth; and

**WHEREAS**, Contractor has right to resell specified third party products identified herein; and

**WHEREAS**, Contractor has different skills and products than can be produced by County civil service; and

**WHEREAS**, in accordance with Government Code 31000 special administrative services may be contracted; and

**WHEREAS**, the purpose of this contract is to provide a comprehensive information technology solution for County departments, a special administrative service;

**NOW THEREFORE**, in consideration of the covenants, conditions, agreements, and stipulations set forth herein, the parties hereby agree as follows:

1. **Scope of Work and Services.** Contractor agrees to provide to County and perform for County the services set forth in Exhibits A and A-1 through A-5, attached hereto and incorporated herein by reference as if set forth in full at this point, all pursuant to the terms and conditions hereinafter set forth. The following areas identify the scope of work and services categories.

**A. Software Licenses.** Contractor agrees to provide software licenses as described in Exhibit A-1 “Software License(s)”, attached hereto and incorporated herein by reference as if set forth in full at this point and in accordance with the compensation as set forth in Exhibit B-1.

**B. Specified Third Party Products.** Contractor agrees to provide to County specified third party products necessary for the successful delivery, installation, configuration, and full implementation of the technology solution in accordance with the terms and conditions as set forth in Exhibit A-2 “Specified Third Party Products”, attached hereto by reference as if set forth in full at this point and in accordance with the compensation as set forth in Exhibit B-2.

**C. Professional Consulting Services.** Contractor agrees to perform professional consulting services including, where applicable, installation services, equipment configuration services, software customization services, data migration and/or conversion services, business process consulting services, integration services, and other implementation services as described and set for in Exhibit A-3 “Professional Consulting Services”, attached hereto by reference as if set forth in full at this point and in accordance with the compensation as set forth in Exhibit B-3. Professional training with specific measurable results will be provided with the product. The specific deliverables will be added after the product is identified as set forth in Amendment to A-3.

**D. Training Services.** Contractor agrees to perform the training services described in Exhibit A-4 “Training Services”, attached hereto by reference as if set forth in full at this point and in accordance with the compensation as set forth in Exhibit B-4.

**E. Maintenance and Support Services.** Contractor agrees to provide maintenance and support services in accordance with the terms and conditions as set forth in Exhibit A-5 “Maintenance and Support Services”, attached hereto by reference as if set forth in full at this point and in accordance with the compensation as set forth in Exhibit B-5.

2. Compensation. County will compensate Contractor for supplying the product and performing said services in accordance with Exhibit B and B-1 through B-5, attached hereto and incorporated herein by reference as if set forth in full at this point.
3. Effective Date and Duration. The effective date and duration of this contract shall be as specified in Exhibit C, attached hereto and incorporated herein by reference.
4. General Conditions. Contractor and County shall comply with all provisions of County’s General Conditions, a copy of which is attached hereto as Exhibit D and incorporated herein by reference.
5. Special Conditions. Contractor and County shall comply with all provisions of County’s Special Conditions, attached hereto as Exhibit E and incorporated herein by reference. In the event of conflicts between the provisions of the General Conditions and the Special Conditions, the provisions of the Special Conditions shall be controlling.
6. Notices. Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by certified or registered mail to the County at:

To the County

Janette D. Pell, Chief Information Officer  
Information Technology Department  
County Government Center, Room 400  
San Luis Obispo, CA 93408

To the Contractor

<VENDOR NAME>

IN WITNESS WHEREOF, County and Contractor have executed this contract on the day  
and year as stated below.

**CONTRACTOR:**

<VENDOR NAME>

A <STATE> Corporation

By: \_\_\_\_\_ Date \_\_\_\_\_  
Vendor Contact Name  
Vendor Contact Title

**NOTARIZATION**

STATE OF \_\_\_\_\_ )  
 ) SS.

COUNTY OF \_\_\_\_\_ )  
On \_\_\_\_\_ before me, (here insert name and title of the officer),  
personally appeared \_\_\_\_\_, personally known to me (or proved  
to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed  
to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

(SEAL)

**COUNTY:**

COUNTY OF SAN LUIS OBISPO

A Public Entity in the State of California

COUNTY COUNSEL:

Approved as to form and legal effect.

JAMES B. LINDHOLM, Jr.  
County Counsel

By: \_\_\_\_\_  
Deputy County Counsel

\_\_\_\_\_  
Date

**COUNTY OF SAN LUIS OBISPO**

A Public Entity in the State of California

By: \_\_\_\_\_  
Chair, Board of Supervisors

\_\_\_\_\_  
Date

ATTEST:

By: \_\_\_\_\_  
County Clerk and Ex-Officio Clerk  
of the Board of Supervisors

\_\_\_\_\_  
Date

CONTRACT  
FOR INFORMATION TECHNOLOGY SERVICES  
EXHIBIT A  
SCOPE OF WORK AND SERVICES

The parties agree to the scope of services as outlined in Exhibits A-1 through A-6. Contractor will provide the data collection and chargeback management system solution and licenses described in Exhibit A-1.

1. Definitions

The definitions stated herein apply to the contract as a whole and not just to Professional Consulting Services in Exhibit A-3 “Professional Consulting Services.”

1.1 Acceptable Performance: The term “Acceptable Performance” means System performs unit and integrated transactions as defined in the “Requirements Matrix Response” identified in Exhibit A-6.

1.2 Acceptance Criteria: The term “Acceptance Criteria” means the County acceptance of test scripts that demonstrate that the System works as intended.

1.3 Change Control Process: The term “Change Control Process” shall mean a documented request that the Contractor or County may initiate to obtain approval by Project Managers or the Steering Committee to address impacts to scope, schedule, resources, or budget throughout the project. These requests may be approved, rejected, or postponed pending further investigation or resolution of dependent items.

1.4 Component(s): The term “Component(s)” shall mean any software, hardware, or other technology or technique required for the complete delivery of the technology solution.

1.5 Named User: The term “named user” shall mean any of County’s officers, agents, employees, contractors, aides, consultants, or commission members.

1.6 Technology Solution (Solution): The term “Technology Solution” or “Solution” shall mean all software, hardware, computing environment components, and all other equipment or consumables required to provide a complete and automated system which meets all of the County’s requirements as defined in the originating <Request For Proposal #921> as referenced herein and Scope of Work and Services as provided herein.

CONTRACT  
FOR INFORMATION TECHNOLOGY SERVICES  
EXHIBIT A-1  
SCOPE OF WORK AND SERVICES  
SOFTWARE LICENSES

1. The Contractor will be providing the following software which requires software licenses:
  - 1.1. Software Name 1 and Vendor Name
  - 1.2. Software Name 2 and Vendor Name
2. The Contractor is buying “off-the-shelf” software that contains a standard end user license agreement “EULA” from each software provider.
3. The EULAs for each software product are numbered according to the named product and vendor above and attached hereto and incorporated herein by reference in Exhibit A-1. Any clarifications or modifications to the software licenses shall be signed by the software vendor, attached to the software vendor’s EULA and incorporated herein by reference with the EULA. The County’s rights, privileges, benefits, warranties and other contractual expectations with respect to the software covered by a EULA are those specified in each EULA and run directly to the software provider. The Contractor makes no warranties or promises with respect to the EULAs. The Contractor acts as a pass-through on the EULAs provided by the software manufacturers.
4. Each software provider’s software EULA contains terms and conditions. Each of those terms and conditions apply solely to that software vendor’s software and does not alter, amend, change, modify or supersede any other terms and conditions in this contract between the Contractor and the County. In the event of a conflict between or among contract terms and conditions and a EULA, the EULA shall control as between the County and the direct software vendor named above. The parties understand and agree that any other Services, Deliverables, or Warranties under this contract that are not related to software shall be governed by the terms and conditions of this contract.
5. The following software vendor has agreed to place a copy of all software source code for the software provided by them in an escrow account:
  - 5.1. <VENDOR Name>
6. The County and software vendor who is required to deposit software source code into escrow shall sign the escrow contract. This contract refers to the escrow contract, which shall be kept in the San Luis Obispo County Information Technology Department file, but does not need to be attached to this contract or incorporated by reference. The San Luis Obispo Board of Supervisors specifically designates to the San Luis Obispo County Chief Information Officer the power to sign the source code escrow contracts. The software source code is to be available to the County in case the particular software vendor who supplied the software:
  - 6.1. Is no longer in business.

- 6.2. Makes source code available to any other user of the software.
- 6.3. Ceases to maintain the software.
- 6.4. Fails to maintain the software for an unreasonable length of time. Unreasonable is defined as 6 months.
- 6.5. Declares or has instituted against it: bankruptcy, receivership, insolvency, reorganization, dissolution, liquidation or other similar proceedings under any federal or state law.
- 6.6. Fails to support new releases of the operating system or other co-dependent software.
7. The software vendor must:
  - 7.1. Keep the most current version of source code and documentation that the County is using in the escrow account.
  - 7.2. Provide access to all source code and proprietary information that allows the County to convert data and images stored on the system, in case the County decides: to limit the vendor's installation to the initial installation; to introduce other data collector or chargeback product; or to integrate the system with other County systems.
  - 7.3. Provide source code and documentation for all customization and special functions, and all associated intellectual property rights, shall become the property of the County.
8. The software warranties shall be those named in each software EULA.
9. All licenses must be registered in the name of County of San Luis Obispo.
10. Further descriptions of the software vendor products are described in Exhibit A-2 – Specified Third Party Products.
11. Contractor shall provide, install, and configure the following Software:
  - 11.1. <Software Name – description of install and configure process... >
  - 11.2. <Software Name – description of install and configure process... >

CONTRACT  
FOR INFORMATION TECHNOLOGY SERVICES  
EXHIBIT A-2  
SCOPE OF WORK AND SERVICES  
SPECIFIED THIRD PARTY PRODUCTS

1. The parties understand and agree that any contract between Contractor and a third party is not binding on the County. However any EULA and terms and conditions therein shall be subject to the same limitations in Exhibit A-1 “Software License(s)”, Paragraphs 3 and 4.
2. Contractor shall provide, install, and configure the following 3<sup>rd</sup> party software from the vendors listed below:

<VENDOR NAME>: Provides . . Text here... (To be determined during contract negotiations..)  
2.1.

<VENDOR NAME>: Provides . . Text here... (To be determined during contract negotiations..)  
2.2.

CONTRACT  
FOR INFORMATION TECHNOLOGY SERVICES  
EXHIBIT A-3  
SCOPE OF WORK AND SERVICES  
PROFESSIONAL CONSULTING SERVICES

1 Scope of Services

- 1.1 Contractor shall perform the services described herein such that all deliverables and functional requirements are delivered to the satisfaction of the County and formally accepted by the County as specified herein.
- 1.2 The RFP asked for roles and qualifications of persons performing the contract. Contractor shall at all times provide personnel to perform the contract consistent with the roles and qualifications stated in the response to the RFP.
- 1.3 The software will conform to the requirements as indicated in Exhibit A-6 “Requirements Matrix Response”.
- 1.4 Contractor Obligations:
  - 1.4.1 Contractor shall provide services required in the RFP along with:
    - 1.4.1.1 Providing specification and design services for infrastructure and application implementation.
    - 1.4.1.2 Documentation of system design, configuration and maintenance; system operation (user and administrator guides); test plans and scripts, and systems administration.
  - 1.4.2 Contractor provides the consulting expertise, systems integration capabilities, and software development services required for implementing the Data Collector and Chargeback System solution. These services include:
    - 1.4.2.1 Providing consulting expertise in implementing a Data Collector and Chargeback System solution.
    - 1.4.2.2 Project Management, including development, tracking, and management of the work plan; reporting on the progress of the project; providing leadership and oversight to the project staff, and managing technical issues.
    - 1.4.2.3 Assuring quality, including setting project standards, designing and implementing testing procedures, and supervising both testing and remedial activities required to ensure system compliance with specifications.
    - 1.4.2.4 Providing a phased deployment of system components and functionality, including pilot implementation and rollout, installation and configuration of software, tuning, and acceptance testing.
    - 1.4.2.5 Integrating software components to provide a seamless solution.
    - 1.4.2.6 Assisting in configuration and performance tuning of network and server infrastructure, as required.
    - 1.4.2.7 Supporting file and data migration into the system.

- 1.4.2.8 Documenting system architecture, hardware and software components, hardware and software configurations, custom software code, and communication links.
- 1.4.2.9 Building awareness and acceptance with team members.
- 1.4.2.10 Planning and implementing training programs, including preparing training curricula, documenting users and technical procedures required to operate and manage the system and scheduling and conducting training.
- 1.4.2.11 Planning multi-tiered support programs and providing on-site and telephone support.
- 1.4.2.12 Training ITD staff and demonstrating the tools that support importing of data.
- 1.4.2.13 Facilitate gathering of business requirements.
- 1.4.2.14 Facilitate gathering of data resources and integration requirements.
- 1.4.2.15 Suggest alternatives for how selected business processes can be optimized by automation.
- 1.4.3 Contractor project management responsibilities include preparing and maintaining the Work Plan, Gantt Chart, and Schedule Spreadsheet; tracking and managing issues; identifying out-of-scope issues, participating in weekly project status meetings, and scheduling and supporting Contractor's consultants.
- 1.4.4 The system must perform at the level attained at the conclusion of the final acceptance for the first year of support. If the system fails to meet the standards described herein, the Contractor shall take the steps necessary to bring the system into full compliance with the contract under the support agreement. To the extent that a problem may be due to software not owned by Contractor but provided under this contract with 3<sup>rd</sup> party warranties, the Contractor will work closely with County and 3<sup>rd</sup> party software vendors to resolve the problem and bring the system as close to original performance as is feasible.
- 1.4.5 Should the County request modification to the product to accommodate their need, the contract will be modified by a written addendum describing the modification and signed by both parties.
- 1.4.6 Compatibility Testing (Development computing environment) – Upon Contractor's written notification to County that Contractor has completed the installation of any one or more components of the Technology Solution into the County's development environment and that said components are ready for testing, County shall begin Performance Testing in the development environment.
- 1.4.7 User Acceptance Testing (Staging computing environment) – Contractor will assist County with installation, configuration, and testing the Solution within the County's non-production Staging computing environment. County will use mutually agreed upon Test Criteria to determine whether the solution and components of the solution meets in all material respects the applicable requirements and specifications of the County as set forth herein.

After County has tested the Solution for up to thirty (30) calendar days in accordance with the requirements and specifications, County shall notify Contractor in writing that "Acceptable Performance" of the Solution has occurred.

County accepts that defects may be discovered in third-party or County-provided software that is or is not a part of this contract. County will not hold Contractor responsible for correction of such defects. Contractor will make a good faith effort to provide a workaround for such defects and County will not withhold acceptance due to defects for which a suitable workaround can be applied.

If County determines that the Solution, or the Components thereof, do not perform as provided for in this Contract, County shall deliver to Contractor's Project Manager, in writing, a report describing any discrepancies. Contractor shall address the errors within fifteen (15) calendar days after receiving the report. The County may re-test the Solution for an additional test period of up to thirty (30) calendar days, at the end of which, the process described above may be repeated only once, if deemed necessary by the County.

Should Contractor fail to achieve Acceptance Performance of the Solution, the County may at its election, pursue any remedies available to it pursuant to this Contract, including but not limited to those remedies provided in Section 2.4.9 "Failure of Acceptance."

The parties agree that the User Acceptance Testing period shall be long enough to give the County sufficient time to test all functions of the Solution in an integrated environment, but no more than thirty (30) consecutive calendar days. Once the County has completed the user Acceptance Testing and has determined that: (i) there have been no material errors, (ii) the Solution performs as warranted in this Contract, and (iii) Deliverables and Services described herein have been completed, then County shall notify Contractor in writing of its "Final Acceptance" of the System.

In no event shall any other action or inaction by the County, including County's use of the Solution, or any portion thereof, in a live, operational environment, constitute Final Acceptance or Acceptance of any portion of the Solution. Should Contractor fail to achieve Final Acceptance of the Solution, the County may at its election, pursue any remedies available to it pursuant to this Contract, including but not limited to those remedies provided in Exhibit D "General Conditions." Notwithstanding anything contrary contained herein, in no event shall Final Acceptance be deemed a waiver of any right or remedy available to County under this Contract, at law or in equity.

- 1.4.8 Final Acceptance (Production) – Upon achieving Acceptable Performance of the System within the County's staging computing environment, the Contractor shall assist the County to install, configure, and implement the Solution within County's production computing environment. Upon successful installation, configuration, and implementation into the County's production computing environment the County shall begin using the Solution as a 'Live Solution.' Final Acceptance of the System by the County will not release Contractor from complying with the warranties and maintenance requirements set forth herein.

- 1.4.9 Failure of Acceptance – If after testing the Software Components, the Solution does not function in a manner that is acceptable to the County, County shall have the option, upon notice to Contractor, to:
  - 1.4.9.1 Terminate this contract, in accordance with the provisions of Exhibit D “General Conditions” Paragraphs 1 or 2; or
  - 1.4.9.2 Accept the Solution at its then level of performance; or
  - 1.4.9.3 Permit the user Acceptance Testing to be further extended for such period as mutually agreed upon by the Parties in writing; or
  - 1.4.9.4 Accept those portions of the Solution which pass the acceptance criteria and require Contractor to correct the remaining portions within 30 days of notice to Contractor and subsequent re-testing by the County, in which event County shall not be liable for any payments associated with the implementation of such remaining portions until they have been Accepted; or
  - 1.4.9.5 Pursue such remedies as may be available to County at law or in equity.
- 1.5 County Obligations. The County, acting through the Information Technology Department, shall perform the following duties.
  - 1.5.1 County shall provide Contractor with such information, materials, and technology owned or controlled by County as Contractor reasonably requires in order to perform the Contractor’s services as described herein. County hereby grants Contractor the right to access and use County’s technology and County’s intellectual property rights covering County’s technology to the extent necessary for Contractor to provide the services described herein and to develop or prepare the deliverables described in this contract. The right of access and use shall be operative during the term of this contract. County shall retain ownership rights in County’s technology, intellectual property rights and all information originating from a County source. Contractor shall not gain any rights in County’s technology except those rights to access and use the technology solely for the purposes of performing this contract. In no event shall Contractor gain any ownership rights of health information or other confidential information in County’s information systems or documents.
  - 1.5.2 County will provide first level support to users after implementation. User and system issues, including dates, times, error messages, and actions taken will be documented by the County.
  - 1.5.3 County shall appoint a Support Manager who will work with Contractor for maintenance purposes.
  - 1.5.4 County shall provide a temporary work area with access to equipment and systems necessary for up to 3 people to complete the work requested as well as infrastructure, hardware and software and IT support required for building the IT Solution.
  - 1.5.5 County will procure required infrastructure components within the constraints of the implementation schedule.
  - 1.5.6 County will provide Contractor with timely access to system’s infrastructure for maintenance and support tasks. Remote access is available via VPN.
  - 1.5.7 County shall provide a Steering Committee of senior managers.

- 1.5.8 County shall provide a Project Manager responsible for scheduling and coordinating County resources and participants, preparing and disseminating project information, managing internal issues, coordinating change management, and managing the acceptance process.
- 1.5.9 County shall provide a liaison from each department participating in the project.
- 1.5.10 County shall provide IT resources required to meet their obligations as identified in this contract.

CONTRACT  
FOR INFORMATION TECHNOLOGY SERVICES  
EXHIBIT A-4  
SCOPE OF WORK AND SERVICES  
TRAINING SERVICES

<Training services, as shown in this example, are to be determined during contract negotiations.>

CONTRACT  
FOR INFORMATION TECHNOLOGY SERVICES  
EXHIBIT A-5  
SCOPE OF WORK AND SERVICES  
MAINTENANCE AND SUPPORT SERVICES

<Maintenance and Support services, as shown in this example, are to be determined during contract negotiations.>

The vendor shall provide the following maintenance and support services:

- Toll free telephone support Monday through Friday from 8:00 – 5:00 pacific time
- Online support, including:
  - Online software and documentation update services for both client and server software
  - An online knowledge base of common problems and frequently asked questions
  - Availability 24 hours a day, 7 days per week.

CONTRACT  
FOR INFORMATION TECHNOLOGY SERVICES  
EXHIBIT A-6  
REQUIREMENTS MATRIX RESPONSE

<The Vendor's Response to the Requirements Matrix will be inserted here.>

CONTRACT  
FOR INFORMATION TECHNOLOGY SERVICES  
EXHIBIT B  
COMPENSATION

1. Maximum Compensation Amount. The maximum amount of this contract shall not exceed \$xxx,xxx.xx .
  - 1.1. Licenses, services, ... are included in the pricing above.
2. Billing.
  - 2.1. Deliverables are not complete until they are accepted by the County. The County will provide written certification and acceptance prior to invoicing by Contractor.
  - 2.2. After the County has provided written certification and acceptance, Contractor shall submit itemized invoices to the County for the completed, approved phase. The County will pay the approved amount within thirty (30) days of receiving an approved invoice.
  - 2.3. For purposes of billing, the “deliverables” shall be as described in Exhibits A-6.
  - 2.4. Consulting fees must remain constant at current rates for the duration of the contract.
  - 2.5. Board of Supervisors Delegation for Line Item Transfers. San Luis Obispo County Board of Supervisors specifically delegates to the Chief Information Officer for San Luis Obispo County, the authority to make line item transfers except line item transfers may not be made from the training or maintenance budgets to the other parts of this contract.

CONTRACT  
FOR INFORMATION TECHNOLOGY SERVICES  
EXHIBIT B-1  
SOFTWARE LICENSE COSTS

Text here... (To be determined during contract negotiations..)

CONTRACT  
FOR INFORMATION TECHNOLOGY SERVICES  
EXHIBIT B-2  
SPECIFIED THIRD PARTY PRODUCT COSTS

Text here... (To be determined during contract negotiations..)

CONTRACT  
FOR INFORMATION TECHNOLOGY SERVICES  
EXHIBIT B-3  
PROFESSIONAL CONSULTING SERVICES COSTS

Services will be invoiced upon acceptance of deliverables (to be determined during contract negotiations..)

CONTRACT  
FOR INFORMATION TECHNOLOGY SERVICES  
EXHIBIT B-4  
TRAINING COSTS

Text here... (To be determined during contract negotiations..)

Contractor's travel costs may not exceed the County's reimbursement rates as noted below.

**GUIDELINE TO MILEAGE REIMBURSEMENT RATES**

The County follows the IRS reimbursement rates for mileage. The mileage reimbursement rate effective January 1, 2006 is \$.445 per mile.

**GUIDELINES TO MEAL AND HOTEL/MOTEL RATES**

The following travel reimbursement rates are effective as of July 1, 2006, for all individuals traveling under the County Travel Policy. These rates shall remain in effect until modified by the Auditor-Controller:

**MEALS**

Meals must be claimed at the actual amount spent up to the maximum allowable amounts as follows:

Breakfast	\$11.00
Lunch	14.00
Dinner	25.00

The County is not on a per diem system, but rather reimburses for each meal on an individual basis according to the following time criteria:

<b><u>Meal</u></b>	<b><u>begin before</u></b>	<b><u>Travel must or end after</u></b>
Breakfast	7:00 a.m.	8:00 a.m.
Lunch	11:00 a.m.	1:00 p.m.
Dinner	5:00 p.m.	6:00 p.m.

Under special circumstances, reimbursement may be allowed for costs exceeding these guidelines, provided written justification and documentation are submitted and approved by the Auditor-Controller. For conferences, seminars or conventions the documentation must be materials from the event sponsor.

CONTRACT  
FOR INFORMATION TECHNOLOGY SERVICES  
EXHIBIT B-5  
MAINTENANCE AND SUPPORT SERVICE COSTS

Text here... (To be determined during contract negotiations..)

CONTRACT  
FOR INFORMATION TECHNOLOGY SERVICES  
EXHIBIT C  
EFFECTIVE DATE AND DURATION

1. Effective Date. This contract shall be effective as of the date of the signature of the County. The County shall be the last to sign this contract.
2. Service Date. Services shall commence on or after the effective date and shall end upon the duration date.
3. Duration Date. Contractor shall grant the licenses, install and configure the software, provide initial and current updates, test the effectiveness, provide the initial training and provide necessary support services on or before **to be determined**.

CONTRACT  
FOR INFORMATION TECHNOLOGY SERVICES  
EXHIBIT D  
GENERAL CONDITIONS

1. Termination for Convenience. Either party may terminate this contract at any time by giving the other party thirty (30) days written notice of termination. Termination for convenience shall have no effect upon the rights and obligations of the parties arising out of any services provided occurring prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of termination.
2. Termination for Cause. If any of the following occur, either party shall have the right to terminate this contract effective immediately upon giving written notice to the other party. Rights or obligations of either party for services satisfactorily performed prior to the termination shall not be affected.
  - 2.1. Either party has failed to perform its duties in a timely and professional manner, and has not cured such failure within ten working days after having received written notice thereof.
  - 2.2. Funds intended for use for compensation in this contract become unavailable for use for the purposes of this contract.
3. Status of the Parties' Officers/Employees/Agents. Contractor, its officers, agents, employees, contractors and subcontractors, shall at all times during this contract be independent contractors. Neither party's officers, employees, agents, partners, other contractors or subcontractors shall be deemed to be employees of the other party at any time. Nothing in this contract shall be construed as creating a civil service employer-employee relationship, partnership or a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this contract; provided always, however that the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services. No officer, employee, agent, partner, other contractor or subcontractor of the other party shall be eligible for membership in or any benefits from any County group plan for hospital, surgical, or medical insurance, or for membership in any County retirement program, paid vacation, paid sick leave, other leave, with or without pay, collective bargaining rights, grievance procedures, appeals to the Civil Service Commission or any other benefits which inure to or accrue to a County civil service employee. The only performance and rights due the other party are those specifically stated in this contract or existing as a matter of law.

4. Warranty of Professional Services. Each party warrants that to the extent trained, professional staff is necessary to perform this contract that the staff members will at all times be properly trained, certified and licensed under the laws and regulations of the State of California to provide the special services herein described. If either party is not reasonably able to provide qualified personnel to perform its obligations hereunder, the other party may, at its sole discretion, immediately terminate this contract for cause upon written notice. Rights or obligations of either party for services satisfactorily performed prior to the termination shall not be affected.
5. Authority. Any individual executing this contract on behalf of Contractor represents and warrants that he or she is duly authorized to execute and deliver this contract on behalf of the Contractor, and that this contract is binding upon said Contractor in accordance with its terms.
6. Indemnification.

Contractor shall defend, indemnify and hold harmless the County, its officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, liabilities or other losses that may be asserted by any person or entity, and that arise out of or are made in connection with the acts or omissions relating to the performance of any duty, obligation, or work hereunder. The obligation to indemnify shall be effective and shall extend to all such claims and losses, in their entirety, even when such claims or losses arise from the comparative negligence of the County, its officers and employees. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the County, its officers and employees.

The preceding paragraph applies to any theory of recovery relating to said act or omission, by the Contractor, or its agents, employees, or other independent contractors directly responsible to Contractor including, but not limited to the following:

- 6.1. Violation of statute, ordinance, or regulation.
- 6.2. Professional malpractice.
- 6.3. Willful, intentional or other wrongful acts, or failures to act.
- 6.4. Negligence or recklessness.
- 6.5. Furnishing of defective or dangerous products.
- 6.6. Premises liability.
- 6.7. Strict Liability.

6.8. Violation of civil rights.

6.9. Violation of any federal or state statute, regulation, or ruling resulting in a determination by the Internal Revenue Service, California Franchise Tax Board or any other California public entity responsible for collecting payroll taxes, when the Contractor is not an independent contractor.

It is the intent of the parties to provide the County the fullest indemnification, defense, and hold harmless rights allowed under the law. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this contract and the remaining language shall be given full force and effect.

7. Insurance.

Contractor, at its sole cost and expense, shall purchase and maintain the insurance policies set forth below on all of its operations under this contract. Such policies shall be maintained for the full term of this contract and the related warranty period (if applicable) and shall provide products/completed operations coverage for four (4) years following completion of Contractor's work under this contract and acceptance by the County. Any failure to comply with reporting provisions(s) of the policies referred to above shall not affect coverage provided to the County, its officers, employees, volunteers and agents. For purposes of the insurance policies required hereunder, the term "County" shall include officers, employees, volunteers and agents of the County of San Luis Obispo, California, individually or collectively.

7.1. MINIMUM SCOPE AND LIMITS OF REQUIRED INSURANCE POLICIES

The following policies shall be maintained with insurers authorized to do business in the State of California and shall be issued under forms of policies satisfactory to the County:

a. COMMERCIAL GENERAL LIABILITY INSURANCE POLICY ("CGL")

Policy shall include coverage at least as broad as set forth in Insurance Services Office (herein "ISO") Commercial General Liability coverage. (Occurrence Form CG 0001) with policy limits not less than the following:

\$1,000,000 each occurrence (combined single limit);

\$1,000,000 for personal injury liability;

\$1,000,000 general aggregate.

The general aggregate limits shall apply separately to Contractor's work under this contract.

b. BUSINESS AUTOMOBILE LIABILITY POLICY ("BAL")

Policy shall include coverage at least as broad as set forth in Insurance Services Office Business Automobile Liability Coverage, Code 1 "Any Auto" (Form CA 0001). This policy shall include a minimum combined single limit of not less than One-million (\$1,000,000) dollars for each accident, for bodily injury and/or property damage. Such policy shall be applicable to vehicles used in pursuit of any of the activities associated with this contract. Contractor shall not provide a Comprehensive Automobile Liability policy which specifically lists scheduled vehicles without the express written consent of County.

c. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY ("WC / EL")

This policy shall include at least the following coverage's and policy limits:

1. Workers' Compensation insurance as required by the laws of the laws of the State of California; and
2. Employer's Liability Insurance Coverage B with coverage amount not less than one-million (\$1,000,000) dollars each accident / Bodily Injury (herein "BI"); one-million (\$1,000,000) dollars policy limit BI by disease; and, one-million (\$1,000,000) dollars each employee BI disease.

d. PROFESSIONAL LIABILITY INSURANCE POLICY ("PL")

This policy shall cover damages, liabilities, and costs incurred as a result of Contractor's professional errors and omissions or malpractice. This policy shall include a coverage limit of at least One-Million Dollars (\$1,000,000) per claim, including the annual aggregate for all claims (such coverage shall apply during the performance of the services under this contract and for two (2) years thereafter with respect to incidents which occur during the performance of this contract). Contractor shall notify the County if any annual aggregate is eroded by more than seventy-five percent (75%) in any given year.

7.2. DEDUCTIBLES AND SELF-INSURANCE RETENTIONS

Any deductibles and/or self-insured retentions which apply to any of the insurance policies referred to above shall be declared in writing by Contractor and approved by the County before work is begun pursuant to this contract. At the option of the County, Contractor shall either reduce or eliminate such deductibles or self-insured retentions as respect the County, its officers, employees, volunteers and agents, or shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and/or defense expenses.

7.3. ENDORSEMENTS

All of the following clauses and endorsements, or similar provisions, are required to be made a part of insurance policies indicated in parentheses below:

- a. A “Cross Liability”, “Severability of Interest” or “Separation of Insured” clause (CGL & BAL);
- b. The County of San Luis Obispo, its officers, employees, volunteers and agents are hereby added as additional insured with respect to all liabilities arising out of Contractor’s performance of work under this contract (CGL & BAL);
- c. If the insurance policy covers an “accident” basis, it must be changed to “occurrence” (CGL & BAL)
- d. This policy shall be considered primary insurance with respect to any other valid and collectible insurance County may possess, including any self-insured retention County may have, and any other insurance County does possess shall be considered excess insurance only and shall not be called upon to contribute to this insurance (CGL, BAL, & PL);
- e. No cancellation or non-renewal of this policy, or reduction of coverage afforded under the policy, shall be effective until written notice has been given at least thirty (30) days prior to the effective date of such reduction or cancellation to County at the address set forth below (CGL, BAL, WC /EL & PL);
- f. Contractor and its insurers shall agree to waive all rights of subrogation against the County, its officers, employees, volunteers and agents for any loss arising under this contract (CGL); and
- g. Deductibles and self-insured retentions must be declared (All Policies).

7.4. ABSENCE OF INSURANCE COVERAGE

County may direct Contractor to immediately cease all activities with respect to this contract if it determines that Contractor fails to carry, in full force and effect, all insurance policies with coverage’s at or above the limits specified in this contract. Any delays or expense caused due to stopping of work and change of insurance shall be considered Contractor’s delay and expense. At the County’s discretion, under conditions of lapse, the County may purchase appropriate insurance and charge all costs related to such policy to Contractor.

7.5. PROOF OF INSURANCE COVERAGE AND COVERAGE VERIFICATION

Prior to commencement of work under this contract, and annually thereafter for the term of this contract, Contractor, or each of Contractor’s insurance brokers or companies, shall provide County a current copy of a Certificate of Insurance, on an Accord or similar form, which includes complete policy coverage verification, as evidence of the stipulated coverage’s. The County of San Luis Obispo shall be an additional named insured. All of the insurance companies providing insurance for Contractor shall have, and provide evidence of, a Best Rating Service rate of A VI or above. Upon request, the County of

San Luis Obispo is entitled to receive a copy of the whole policy and not just the “face sheet.” The Certificate of Insurance and coverage verification and all other notices related to cancellation or non-renewal shall be mailed to:

Janette Pell  
Chief Information Officer  
County of San Luis Obispo  
Information Technology Department  
County Government Center, Room 400  
San Luis Obispo, CA 93408

8. The parties expressly agree that the indemnification and insurance clauses in this contract are an integrated part of the performance exchanged in this contract. The compensation in this Contract includes compensation for the risks transferred to Contractor by the indemnification and insurance clauses.
9. If Contractor fails or refuses to procure or maintain the insurance required by this paragraph or fails or refuses to furnish County with required proof that insurance has been procured and is in force and paid for, County shall have the right, at County’s election, to forthwith terminate the contract.

10. Records.

- A. Contractor shall keep complete and accurate records for the services performed pursuant to this contract and any records required by law or government regulation and shall make such records available to County upon request.
- B. Contractor shall assure the confidentiality of any records that are required by law to be so maintained. County and Contractor mutually agree to maintain as confidential all proprietary information which they may become aware of as a result of installing and maintaining the system or being on County premises in connection with installation, maintenance or training.
- C. Contractor shall prepare and forward such additional or supplemental records as County may reasonably request.

11. Accounting.

Contractor shall maintain accounting records in accordance with generally accepted accounting principles. Contractor shall obtain the services of a qualified bookkeeper or accountant to ensure that accounting records meet this requirement.

Contractor shall maintain acceptable books of accounts which include, but are not limited to, a general ledger, cash receipts journal, cash disbursements journal, general journal and payroll journal.

Contractor shall record costs in a cost accounting system that clearly identifies the source of all costs. Contract costs shall not be co-mingled with other project costs, but shall be directly traceable to contract billings to County.

The use of worksheets to produce billings shall be kept to a minimum. If worksheets are used to produce billings, all entries should be documented and clearly traceable to Contractor's cost accounting records.

All accounting records and supporting documentation shall be retained for a minimum of five (5) years or until any audit findings are resolved, whichever is later. Contractor shall safeguard the accounting records and supporting documentation.

Contractor shall make accounting records and supporting documentation available on demand to County for inspection and audit. Disallowed costs shall be repaid to County. County may require at its own expense, an audit of Contractor's accounting records to be conducted by an accountant licensed by the State of California. The audit shall be presented to the County Auditor-Controller within thirty (30) days after completion of the audit.

12. Cost Disclosure.

Pursuant to Government Code section 7550, if the total cost of this contract is over \$5,000, Contractor shall include in all final documents and in all written reports submitted a written summary of costs, which shall set forth the numbers and dollar amounts of all contracts and sub-contracts relating to the preparation of such documentation or written report. The contract and sub-contract numbers and dollar amounts shall be contained in a separate section of such document or written report.

13. No Assignment of Contract.

Neither party may delegate its rights or obligations under this contract and shall not assign or otherwise transfer its rights or obligations or any interest herein without the express prior written consent of the other party. Any attempted assignment, transfer, delegation, hypothecation or subletting without the other party's prior written consent shall be null and void.

14. Applicable Law and Venue.

This contract has been executed and delivered in the State of California and covers services to be performed in California. The parties agree that issues of validity, interpretation and enforcement shall be governed and determined by the laws of the State of California. All of the parties' rights and obligations created hereunder shall be performed in the County of San Luis Obispo, State of California and such County shall be the venue for any action or proceeding that may be brought, or arise out of, this contract.

15. Severability.

The invalidity of any provision of this contract shall not affect the validity or enforcement of any other provision of this contract.

16. Entire Contract and Modifications. This contract supersedes all previous contracts on the same subject and constitutes the entire understanding of the parties hereto. No changes, amendments or alterations shall be effective or binding unless in writing and signed in advance of the effective date by both parties.

CONTRACT  
FOR INFORMATION TECHNOLOGY SERVICES  
EXHIBIT E  
SPECIAL CONDITIONS

Text here... (To be determined during contract negotiations..)

Third party IT Service Organizations will be required to comply with the County's security policies, will be required to sign a "Third Party Application for Remote Access" if required by the County, and will be required to adhere to HIPAA regulations if access to individually identifiable health information is necessary to perform this contract.

CONTRACT  
FOR INFORMATION TECHNOLOGY SERVICES  
EXHIBIT E-1  
PROFESSIONAL SERVICES DELIVERABLES

Text here... (To be determined during contract negotiations..)

## **Appendix B – Requirements Matrix**

The attached spreadsheet details the technical requirements matrix. Please provide a response for each item in the matrix.